GARNISHMENT—OF JUDGMENT DEBTS.—A debtor against whom final judgment had been rendered in the district court was garnisheed in the county court in an action against his judgment creditor. The debtor filed an answer in the county court and therein set up the fact that another person was claiming an interest as assignee of the district court judgment. Thereupon he set forth the above facts in a petition to the district court and asked that court to enjoin the collection of judgment until the county court had settled the rights of the parties to the fund. *Held,* that a judgment debt may be garnisheed in proceedings in another court and that upon a petition properly setting up the facts injunction will issue against the collection of the judgment until the determination of the garnishment proceedings. *Barcus* v. *O'Brien et al.,* (Tex. Civ. App. 1914), 171 S. W. 492.

Although a few early decisions laid down a rule otherwise (*Trowbridge* v. *Means,* 5 Ark. 135, 39 Am. Dec. 368; *Tunstall* v. *Means,* 5 Ark. 700; *Norton* v. *Winter,* 1 Ore. 47; *Despain* v. *Crow,* 14 Ore. 404, 12 Pac. 806), it is now a well-settled doctrine that if the statute in its general terms is broad enough to include judgment debts, such demands are subject to garnishment when the judgment and the garnishment are in the same court. *Skipper* v. *Foster,* 29 Ala. 330, 65 Am. Dec. 405, and note; *Hitt* v. *Lacey,* 3 Ala. 104, 36 Am. Dec. 440; *Osborn* v. *Cloud,* 23 Ia. 105; *Gamble* v. *Central R. & B. Co.,* 80 Ga. 595; *Wood* v. *Lake,* 13 Wis. 84; *Keith* v. *Harris,* 9 Kan. 387; 8 AMER. & ENG. ENC. LAW, 1169; ROOD, GARNISHMENTS, §§ 143-144; DRAKE, ATTACHMENT, 7th ed., § 622. There is, however, a decided conflict of authority as to the validity of a garnishment issuing out of one court to attach a judgment in another court. The following cases sustain such garnishments. *Gray* v. *Henby,* 9 Miss. (1 Smedes & M.) 598; *O'Brien* v. *Liddell,* 18 Miss. (10 Smedes & M.) 371; *Knebelcamp* v. *Fogg,* 55 Ill. App. 563; *Calhoun* v. *Whittle,* 56 Ala. 138; *McCarty* v. *Emlen,* 2 Yeates 190, 2 Dall. (Pa.) 277; *Huff* v. *Mills,* 7 Yerg. (Tenn.) 42; *Luton* v. *Hoehn,* 72 Ill. 81; *Allen* v. *Watt,* 79 Ill. 284; *Jones* v. *N. Y. & E. Ry. Co.,* 1 Grant's Cas. (Pa.) 457; *Gager* v. *Watson,* 11 Conn. 168. To the contrary, apparently upon the ground that the subject of the suit is in the custody of the law, and that to allow the same demand to be seized by another court would lead to embarrassing conflicts of jurisdiction, are *Shinn* v. *Zimmerman,* 3 Zabriskie (N. J.) 150, 55 Am. Dec. 260, and note 264; *Amer. Bank* v. *Snow,* 9 R. I. 11, 98 Am. Dec. 364; *Haflin* v. *Nix,* 3 Willson, Civ. Cas. Ct. of App. § 203 (1886, Tex.); *First Nat'l Bank* v. *Dunn,* 102 Ala. 204, 14 So. 559; *Scott* v. *Rohman,* 43 Neb. 618, 47 Am. St. Rep. 767; *Hamill* v. *Peck,* 11 Colo. App. 1, 52 Pac. 216; *Wallace* v. *McConnell,* 13 Pet. (38 U. S.) 136; *Thomas* v. *Wooldridge,* 2 Woods 667, Fed. Cas. No. 13, 918; *Henry* v. *Gold Park Min. Co.,* 15 Fed. 649, 5 McCreary (U. S.) 70; *Franklin* v. *Ward,* 3 Mason (U. S.) 136, Fed. Cas. No. 5055; *Burrill* v. *Letson,* 2 Speers (S. C.) 378; *Amer. Bank* v. *Rollins,* 99 Mass. 313; *Perkins* v. *Guy,* 2 Mont. 15. In states which follow the more practical doctrine of allowing judgments to be attached by garnishments in other courts of the same state, the defense of the garnishee is affected. In those states he must find his defense in resisting the collection of the judgment, as in the principal case. A court of one state

has no jurisdiction to attach by garnishment proceedings a judgment of a court of another state. *Shinn* v. *Zimmerman,* supra; *Amer. Bank* v. *Snow,* supra. But see *Allen* v. *Watt,* 79 Ill. 284; *Jones* v. *Ry.,* 1 Grant's Cas. (Pa.) 457. In *Tourville* v. *Wabash R. Co.,* 148 Mo. 614, 50 S. W. 300, 71 Am. St. Rep. 650, the Supreme Court of Missouri refused to recognize a judgment of an Illinois court in garnishment proceedings by which the Illinois court had attempted to attach a judgment of a Missouri court. On appeal the United States Supreme Court held that the Illinois court had no jurisdiction and that the Missouri courts were not bound to recognize the Illinois judgment. *Wabash R. Co.* v. *Tourville,* 179 U. S. 322, 21 Sup. Ct. 113, 45 L. Ed. 210. The doctrine of *Harris* v. *Balk,* 198 U. S. 215, 49 L. Ed. 1023, 25 S. Ct. 625, that in garnishment proceedings a court acquires jurisdiction when personal service is had upon the debtor if the laws of the state provide for garnishment of the debt, and if the debtor could have been sued by the defendant within the jurisdiction in which the garnishment proceedings are brought, does not apply to judgment debts, since such demands are already in the custody of the law.

INSURANCE—EFFECT OF INVALIDITY OF WORKMEN'S COMPENSATION LAW.—On January 29, 1910, plaintiff issued to defendant a policy of liability insurance to run for one year. A few months later this policy was extended to cover the liability of the assured under the New York Workmen's Compensation Law. The premium for this additional risk was unpaid at the termination of the policy. On March 2, 1911, *after* the period covered by the policy had expired, the Compensation Law was declared invalid. Action was brought to recover the additional premium and the defense was made that there was no liability to pay the premium because, the act being unconstitutional, there was no liability to insure against, and the contract of insurance was without consideration. *Held,* that the defendant was liable for the amount of the premium. *New Amsterdam Casualty Co.* v. *Olcott,* (1914) 150 N. Y. Supp. 772.

This is apparently the first case to raise the precise question here involved and, in fact, the conclusion of the court is given independently of any preceding decisions or authorities. The decision is based on the idea that an insurable risk sufficient to constitute a consideration did exist because "during all the period (of the policy), the defendant rested under the *possibility* of being cast in damages in the event that accidents such as those insured against had happened." This reasoning, however, avoids the essential issue in the case. Following the doctrine of *Norton* v. *Shelby,* 118 U. S. 425, that "an unconstitutional law is in legal contemplation as inoperative as though it had never been passed," after the Compensation Law had been declared unconstitutional, it could not be presumed that any *possibility* of liability under that law ever existed during the continuance of the policy. Consequently, an insurable risk of this sort never attached. The only other "risk" to be found in the case is that of the Compensation Law being declared valid and so establishing a liability within the policy. But it could hardly be said that